

Exhibit B

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 INDYZEN, INC. and PRAVEEN NARRA KUMAR

AMERICAN ARBITRATION ASSOCIATION

COMMERCIAL ARBITRATION

PARKRIDGE LIMITED, a Hong Kong
 corporation, by Mabel Mak, and MABEL
 MAK, an individual,

Claimants,

v.

INDYZEN, INC., a California corporation, and
 PRAVEEN NARRA KUMAR, an individual,

Respondents.

INDYZEN, INC., a California corporation, and
 PRAVEEN NARRA KUMAR, an individual,,

Counter-Claimants,

v.

PARKRIDGE LIMITED, a Hong Kong
 corporation, BOON GLOBAL LIMITED, a
 Hong Kong corporation, F8 VIETNAM
 COMPANY LIMITED, a Vietnam company,
 CALIFORNIA FITNESS & YOGA
 CENTERS, an entity of unknown form,
 CALIFORNIA MANAGEMENT GROUP, an
 entity of unknown form, and RANDY
 DOBSON, an individual,

Counter-Respondents.

AAA Case No.: 01-17-0003-4918

(N.D. Cal. Case No.: 4:16-cv-07387-KAW)

RESPONDENTS' COUNTERCLAIM

(Answering Statement submitted concurrently)

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1 Pursuant to R-5 of the AAA Commercial Arbitration Rules, Counter-Claimants Indyzen,
2 Inc. ("Indyzen") and Praveen Narra Kumar ("Narra" and collectively with Indyzen, "Counter-
3 Claimants") submit the following Counterclaim to the Demand for Arbitration and Statement of
4 Claims filed by Claimants Parkridge Limited and Mabel Mak (collectively, "Claimants").

5 In or around 2013, Narra and Counter-Respondent Randy Dobson ("Dobson") entered
6 into discussions to do business together. Counter-Claimants are informed and believe that
7 Dobson owned and operated California Fitness & Yoga Centers (see www.cfyc.com.vn)
8 ("CFYC") at several locations in Vietnam; and that Dobson also owned and operated California
9 Management Group ("CMG") in and around Vietnam. Each of CFYC and CMG are
10 headquartered in Ho Chi Minh City, Vietnam.

11 In 2013, Dobson caused Parkridge Limited ("Parkridge") to be formed as a Hong Kong
12 corporation for the purpose of developing and monetizing an online personal training platform
13 that would connect personal trainers with clients (the "Morfit App"). Parkridge hired third-party
14 Tibco Software ("Tibco") to develop the Morfit App. Tibco is a large, internationally-recognized
15 software development firm that was subsequently acquired for \$4.3 billion.

16 Dobson knew Narra as owner of Indyzen, a software development company. Dobson
17 viewed Narra as having technical experience and abilities that would be beneficial to his
18 businesses. Dobson requested that Narra advise and assist him on the software development that
19 Tibco was undertaking pursuant to the contract with Tibco. Dobson and Narra soon came to the
20 conclusion that Tibco was not developing the software satisfactorily and it was lacking the
21 desired mobile functionality. Dobson and Narra also came to the conclusion that Tibco's hourly
22 rates up to \$230 in addition to annual software licensing fees of up to \$1,825,000 were high.

23 Toward the end of 2014 it became clear that Tibco would not be able to develop the
24 Morfit App. At that time, Dobson and Narra agreed to set up a crowd funding platform.
25 Specifically, Dobson promised and Narra agreed to form Boon Global Limited as the crowd
26 funding company, with each of Narra and Dobson's wife, Mabel Mak, listed as founding directors
27 and 50% owners of the company. In and around November 2014, Narra coordinated with
28 Dobson's team members Rowell Tan, Hieu Pham, and Mark Oakley regarding the formation of

1 Boon Global Limited. Narra further completed and returned forms to the foregoing, which listed
2 Narra as a 50% owner of Boon Global Limited with the expectation that they would be processed
3 and filed accordingly. Only recently did Narra discover that the forms he completed and returned
4 were not filed and instead the filed forms for Boon Global Limited list only Mabel Mak as the
5 sole shareholder, and list Mabel Mak and Dobson as the directors.

6 In early 2015, Dobson as CEO of Parkridge and Narra as CEO of Indyzen executed an
7 agreement between Parkridge and Indyzen whereby Indyzen would, in summary, develop the
8 Morfit App for Parkridge in exchange for payment from Parkridge to Indyzen. Said agreement is
9 hereinafter referred to as the Morfit Agreement. Per the Morfit Agreement, Indyzen proceeded to
10 develop the Morfit App. Parkridge made payments totaling \$420,000 to Indyzen. Parkridge
11 further executed a promissory note for the payment of \$550,000 together with 10% interest per
12 annum, payable on or before May 16, 2020. But Parkridge failed and refused to pay the
13 remaining \$860,777 owed to Indyzen per the Morfit Agreement. Parkridge has further denied its
14 obligations pursuant to the written promissory note.

15 Further the Morfit Agreement expressly provides that Parkridge, as the customer, would
16 only take ownership of the Morfit App following payment in full of all amounts due to Indyzen.
17 Unbeknownst to Counter-Claimants at the time, Counter-Respondents have launched a F8Fit App
18 as the unauthorized clone of the Morfit App. Counter-Claimants are informed and believe that
19 Counter-Respondents set up Boon Global Limited to be owned 100% by Mabel Mak; that Boon
20 Global Limited owns in whole or in part F8 Vietnam Company Limited which offers the F8Fit
21 App using intellectual property developed by Counter-Claimants under the Morfit Agreement, the
22 rights to which do not belong to Counter-Respondents. In effect, Counter-Respondents have
23 breached the Morfit Agreement and have further misappropriated intellectual property rights to
24 benefit entities that they have set up which exclude Narra despite their promises otherwise.

25 Dobson has controlled and operated Parkridge, CFYC, CMG, Boon Global Limited, and
26 F8 Vietnam Company Limited as agents and/or joint venturers of each other. Dobson has
27 commingled assets and resources of the companies, and operated them with a unity of interest,
28 such that they cannot and should not be deemed to be separate entities with respect to the

1 allegations stated herein. Further, each of the foregoing entities has conspired and collaborated
2 with each other and with Dobson to commit the wrongs described herein.

3 For the foregoing reasons, Counter-Claimants seek recovery of compensatory,
4 consequential, incidental, and punitive damages in excess of \$5,300,000, together with costs, fees,
5 and attorney's fees as provided for in the Morfit Agreement, jointly and severally against all
6 Counter-Respondents. In addition, Counter-Claimants seek a declaration of their rights under the
7 Morfit Agreement.

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9 Date: July 5, 2017

STRUCTURE LAW GROUP, LLP

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11 By: 

12 Mark R. Figueiredo, Esq.
13 Attorneys for Respondents
14 INDYZEN, INC. and
15 PRAVEEN NARRA KUMAR
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